

STATE OF SOUTH CAROLINA,

COUNTY OF GREENVILLE

Mark T. Rogers and D. Janette Tubb

vs.

Troy Brandon Smith

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSIMER

Plaintiff, 13 PM 1 32
2015 OCT

Defendant.

IN THE COURT OF COMMON PLEAS

SUMMONS

FILE NO. 2015-CP-23-06182

TO THE DEFENDANT ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon the subscriber, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the complaint, judgment by default will be rendered against you for the relief demanded in the complaint.

Greenville, South Carolina

Dated: October 13, 2015


Plaintiff/Attorney for Plaintiff

Address: 200 E. Main Street
Easley, SC 29640

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS
FOR THE 13TH JUDICIAL CIRCUIT

Mark T. Rogers and D. Janette Tubb,

Plaintiffs,

v.

Troy Brandon Smith,

Defendant.

COMPLAINT
(JURY TRIAL DEMANDED)

C.A. No. 2015-CP-23- 06182

The Plaintiffs, complaining of the Defendant herein, would show unto this Honorable Court as follows:

PARTIES AND JURISDICTION

1. Plaintiffs are individuals located in Texas;
2. Upon information and belief, Defendant is an individual last known to be located in Loveland, Colorado;
3. All acts complained of occurred in whole or in part in the State of South Carolina;
4. Furthermore, this State has personal jurisdiction over Defendant by virtue of Defendant transacting business in this State, contracting to supply services or things in the State, committing a tortious act in whole or in part in this State, and entering into a contract to be performed in whole or in part in this State;
5. Additionally, Defendant has consented to the jurisdiction of this State and the venue of this proceeding in Greenville, South Carolina as well as the application of a choice of law for South Carolina in the Contract for Sale of Payments which is the subject of this action (attached hereto and incorporated herein as **Exhibit A**);

BACKGROUND/FACTS

6. On or about December 3, 2013, Defendant executed a “Contract for Sale of Payments” (hereinafter referred to as the “Contract”), in favor of Plaintiffs, whereby Defendant agreed to sell, and Plaintiffs agreed to purchase, a series of future payments derived from a guaranteed, life contingent income stream received by Defendant. (See “**Exhibit A**”);
7. Specifically, Defendant’s sold the rights to a portion of his total future payment steam totaling sixty (60) monthly payments of \$890.00, for an aggregate total of \$53,400.00, beginning with a payment on January 15, 2014, and running through the contract completion date of December 15, 2018. This sale transaction was entered into and completed with the assistance of one or more brokers and/or other intermediaries who received compensation for their services to Defendant. The gross total of the lump sum payment made by Plaintiff for Defendant’s benefit was \$44,183.96.
8. Under the terms of the Contract, Defendant sold sixty (60) eight hundred ninety dollar payments (\$890.00) of the future payment stream described in the Contract, while retaining actual and legal ownership of each payment made to him by the underlying asset. The contract contemplates that Defendant receive each payment and then forward each payment to Plaintiff through the use of an escrow agent established under the terms of the Contract.
9. In conjunction with the Contract, Defendant also executed a Security Agreement in favor of Plaintiff, granting a “security interest in any and all banking or financial accounts of which [Defendant is an] account holder or beneficiary.” (See “Security Agreement,” attached hereto as “**Exhibit “B,”** and incorporated herein by reference).

10. Under the terms of the Security Agreement, Defendant represented and covenanted:

(c) the Seller/Debtor will not assign, sell, lease, transfer, or otherwise dispose of or abandon, nor will Seller/Debtor suffer or permit any of the same to occur with respect to, the Collateral, and the inclusion of "proceeds" of the Collateral under the security interest granted herein shall not be deemed a consent by Secured Party to any sale or other disposition of any Collateral;

Exhibit "B", ¶ 3(c).

11. Following Defendant's execution of the Contract and Security Agreement, Plaintiff received only sixteen (16) payments totaling \$14,240.00 from the payment stream securing the obligations under the Contract and Security Agreement.
12. Defendant's last payment of \$890.00 was delivered in April, 2015.
13. Defendant thereafter caused his income stream payments to be redirected from the escrow agent identified in the Sale Contract and thereafter converted all the payments since April, 2015 solely to his own use and benefit to the derogation of Plaintiff's rights. Beginning in May, 2015, no further payments were received by the escrow agent, resulting in no further payments being made to Plaintiff.
14. Defendant has not refunded any portion of the \$44,183.96 lump sum paid by Plaintiff except for the sixteen (16) payments of \$890.00 made pursuant to the contract.
15. Defendant's redirection of the payments from the escrow agent was an intentional act undertaken by him.
16. Defendant's redirection of the payment stream from the escrow agent constitutes a violation of both the Contract (**Exhibit A**) and the Security Agreement (**Exhibit B**).
17. Plaintiff's rights to the property, i.e., the payments contracted in the Contract and Security Agreement have been violated and harmed, without prior to notice to it, in violation of its rights to continue to receive its portion of the payment stream, as part of its bargained-for exchange whereby it paid Defendant a total gross lump sum of

\$44,183.96, with the expectation of receiving a total of \$53,400.00 in benefit over the course of the next five (5) years.

18. After only sixteen (16) payments to the escrow agent, Defendant tortiously and wrongfully diverted the payments to another account and thereafter failed and refused to abide by the provisions of the Contract, or make any efforts to comply with the Contract, despite Plaintiff's agents' demands for compliance therewith;

FOR A FIRST CLAIM
(BREACH OF CONTRACT)

19. Plaintiff realleges all previous paragraphs as if fully restated herein;

20. On or about December 3, 2013, Plaintiff and Defendant entered into a private contract which was reduced to writing and which is attached hereto as Exhibit A;

21. In exchange for the mutual promises contained within the contract, on or about December 27, 2013, Defendant, by and through his agents, was paid a gross lump sum payment of \$44,183.96 from Plaintiff's agents;

22. Thereafter, Defendant only complied with the contract for Sixteen (8) months (January 2014 through April 2015) before intentionally breaching the contract in or about May 2015;

23. As a direct and proximate result of Defendant's unlawful actions, Defendant has converted to his own use, the payments due pursuant to the contract for the months of May 2015 through present;

24. Accordingly, Plaintiff is entitled to actual, consequential, and other damages as permitted by law and as determined by the triers of fact;

FOR A SECOND CLAIM
(SPECIFIC PERFORMANCE)

25. Plaintiff realleges all previous paragraphs as if fully restated herein;

26. There is a valid and enforceable contract between the parties (**Exhibit A**);

27. The Contract expresses the true intent of the parties and is fair, just, and equitable;
28. Plaintiff made the payment required by him pursuant to the contract and with the Defendant's approval;
29. Plaintiff's escrow agent remains available to receive said payments to fully perform the contract;
30. Accordingly, Plaintiff is entitled to a decree of this Court requiring Defendant to specifically perform under the terms of the Contract;

FOR A THIRD CLAIM
(CONSTRUCTIVE TRUST)

31. Plaintiff realleges all previous paragraphs as if fully restated herein;
32. Plaintiff paid \$44,183.96 to Defendant and on Defendant's behalf in conjunction with the Contract and Security Agreement, including Defendant's brokers and intermediaries certain sums in connection with the transaction;
33. In exchange for those payments, Plaintiff expected to receive a total of \$53,400.00 in sixty (60) payments of \$890.00 over a period of five (5) years;
34. Defendant only paid sixteen (16) payments of \$890.00 (totaling \$14,240.00) pursuant to the contract before Defendant improperly redirected the payments solely to his own benefit.
35. Pursuant to the Security Agreement entered into between the parties:
 - (f) after the occurrence and during the continuation of a Default, any proceeds of the Collateral received by the Seller/Debtor shall not be commingled with other property of the Seller/Debtor, but shall be segregated, held by the Seller/Debtor in trust for Secured Party, and immediately delivered to Secured Party in the form received, duly endorsed in blank where appropriate to effectuate the provisions hereof, the same to be held by Secured Party as additional Collateral hereunder or, at Secured Party's option, to be applied to payment of the obligations, whether or not due and in any order.
36. At a minimum, and without waiving any other claims current or to be asserted, Plaintiff is entitled to imposition of a constructive trust of no less than \$4,450.00 and continuing, based

on the funds actually received by the Defendant, which are subject to the Contract and Security Agreement and which constitute constructive trust assets;

37. In addition, the constructive trust *res* should be defined to include the amounts paid in commissions and fees associated with the transaction between Plaintiff and Defendant, in an amount to be proven at trial, plus attorneys' fees and costs;

FOR A FOURTH CLAIM
(CONVERSION)

38. Plaintiff realleges all previous paragraphs as if fully restated herein;
39. As stated above, under the terms of the Contract, Defendant sold and transferred his right, title and interest to \$890.00 per month of the future payment stream described in the Contract, while retaining actual legal ownership and actual control of each payment made to him by the underlying asset, before forwarding each payment to Plaintiff through an escrow agent established under the terms of the Contract;
40. Such actual legal ownership and control over the underlying asset is no more evident than the fact that Defendant tortiously and wrongfully diverted the payments to another account and thereafter failed and refused to abide by the provisions of the Contract, or make any efforts to comply with the Contract, despite Plaintiff's agents' demands for compliance therewith;
41. By wrongfully directing the payments to an account solely for his own benefit, in derogation of Plaintiff's rights under the contract, Defendant converted the personal property of Plaintiff to his own exclusive use and benefit to the exclusion of the Plaintiff's rights to the property;
42. The Plaintiff has a right to ownership of a portion of the income stream payment via the Contract and Security Agreement;

43. The Defendant took sole control and possession of the Plaintiff's portion of the payment and prevented the Plaintiff from using the property;
44. Defendant did this without notice to or permission of the Plaintiff;
45. Though Defendant at all times retained absolute control and a legal right to the underlying asset (i.e. the income stream), he converted Plaintiff's portion of the income stream to his own use and thereafter improperly disposed of it for his own benefit;
46. Plaintiff, by and through his attorneys, demanded Defendant return said property and to conform his actions to the contract, but Defendant failed and refused to respond and retained said property after the plaintiff asked the defendant to return it;
47. Accordingly, Plaintiff is entitled to actual damages in an amount to be determined by a jury of his peers. Furthermore, Defendant's actions were willful, reckless, and/or committed with conscious indifference to the rights of Plaintiff, therefore Plaintiff is further entitled to punitive damages in an amount to deter such future acts;

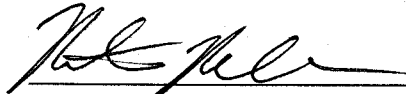
FOR A FIFTH CLAIM
(UNJUST ENRICHMENT)

48. Plaintiff realleges all previous paragraphs as if fully restated herein;
49. Defendant has been enriched by the payment of Plaintiff to him;
50. Defendant would be unjustly enriched were he permitted to retain the benefit of the significant lump sum payment Plaintiff made to him as well as the monthly payments from the underlying asset that were contracted in exchange for said lump sum;
51. Accordingly, this Court, sitting in equity, should exercise its equitable powers to prevent the unjust enrichment of Defendant and disgorge any improper enrichment of Defendant.

WHEREFORE, having fully set forth his claims, Plaintiff requests as follows:

- a) A trial by a jury of his peers on all matters at law;

- b) Actual, compensatory, consequential, liquidated and punitive damages (where appropriate);
- c) The exercise of this Court's equitable powers; and
- d) Such other and further relief as this Court deems just and proper.



Candy M. Kern-Fuller, Esq.
S.C. Bar #11392; Federal Bar # 9149
Nathaniel Molle, Esq.
S.C. Bar #101051; Federal Bar #12141
UPSTATE LAW GROUP, LLC
200 East Main Street
Easley, South Carolina 29640
(864) 855-3114; (864) 855-3446 (Facsimile)
ATTORNEYS FOR PLAINTIFF

October 13, 2015

VERIFICATION

The undersigned affirms that he/she has reviewed the foregoing complaint and the same is true and accurate to the best of his/her knowledge

Mark T. Rogers
Mark T. Rogers

D. Janette Tubb
D. Janette Tubb

SWORN to before me
This 2nd day of October, 2015

Christina Woodrome
Notary Public for TX
My Commission Expires: 09/19/2016

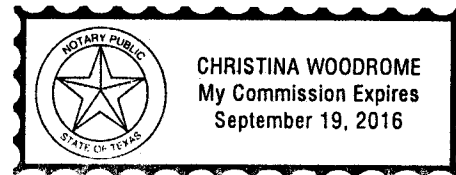


EXHIBIT A

CONTRACT FOR SALE OF PAYMENTS

This Contract for Sale of Payments ("Contract for Sale") is made effective on the date of signing, by and between Troy B. Smith ("Seller") and Mark T. Rogers and D. Janette Tubb, JTWROS ("Buyer").

RECITALS

WHEREAS, Seller desires to sell certain fixed payments arising from a certain structured asset once they have been distributed to and received into an account of Seller (the "Payments") as described in this Contract for Sale; and,

WHEREAS, Buyer desires to purchase the Payments in accordance with the terms and conditions contained herein.

NOW THEREFORE, in consideration of the mutual covenants and benefits herein contained, the receipt and sufficiency is hereby acknowledged, Seller and Buyer agree as follows:

1. Seller agrees to sell and Buyer agrees to purchase the Payments in accordance with, and subject to the terms and conditions of, this Contract for Sale.
2. In connection with this Contract for Sale, Seller executed a certain Sales Assistance Agreement and Security Agreement. Said agreements are incorporated herein by reference and made a part hereof, and all defined terms contained in said Sales Assistance Agreement and Security Agreement shall have the same meaning when used herein, unless otherwise defined. Buyer also executed a Purchase Application, Purchase Assistance Agreement and a Disclosure of Risks Statement, which are also incorporated herein by reference and made a part hereof. All defined terms contained in said Purchase Application, Purchase Assistance Agreement and Disclosure of Risks Statement shall have the same meaning when used herein, unless otherwise defined.
3. The Payments that are the subject of this Contract for Sale stem from the following source (the "Payment Source"), and are more particularly described as follows:

Source of Payments: VA Disability

Name of Payee/Annuitant: Troy B. Smith

Sales Assistance Agreement: ON FILE

Annuity Contract/Benefit Letter: ON FILE

Annuity Issuer/Pension Obligor: VA Disability

Life Insurer (if applicable): USAA

Life Insurance Policy (if applicable): J079628228

Purchase Assistance Agreement: ON FILE

Description of Payments: 60 monthly payments of \$890.00; Start: 01/15/14; End: 12/15/18

4. **Payment Servicing.** The servicer of the Payments shall be the Upstate Law Group, LLC, located in Easley, South Carolina (the "Escrow Company") in accordance with the following:

4.1. Seller shall direct that the Payments will be received and serviced by the Escrow Company in connection with the closing of the sale of the Payments (the "Closing"); provided, however, that the Payment Source shall remain the sole property of Seller and shall remain under the sole control of Seller.

Seller: 28

Buyer: _____

Co-Buyer: _____

4.2. By executing this Contract for Sale, Seller and Buyer acknowledge receipt of the respective escrow agreements to be executed by each and confirm their agreement to the terms of same, relative to the servicing of the Payments.

5. Consideration. For the consideration described in the Sales Assistance Agreement, Seller shall transfer and sell to Buyer at Closing one hundred percent (100%) of Seller's right, title, and interest in and to the Payments; provided however, that the Payment Source and underlying asset shall remain the sole property of Seller and shall remain under the control of Seller.

6. Representations. Seller represents and warrants that, to the best of Seller's knowledge, all statements and information contained within the Sales Assistance Agreement concerning the Payments and the Payment Source were true as of the date of the Sales Assistance Agreement and have continuously remained true and correct in all respects through the date of this Contract for Sale, and further shall remain true and correct through the Closing.

7. Life Insurance. Prior to Closing and continuing through the terms of this Contract for Sale, Seller shall acquire and maintain a valid life insurance policy in an amount not less than the total amount of the Buyer's Purchase Price (as described in the Purchase Application) to this Contract for Sale. Seller shall execute a valid Collateral Assignment of said life insurance policy to the benefit of Buyer for the period of this Contract for Sale and shall undertake no efforts to interfere with the policy remaining in full force and effect for the benefit of Buyer during the period of this Contract for Sale. Furthermore, Seller undertake all efforts to cooperate with the Buyer and the Transaction Assistance Team regarding the assignment of said policy, including, but not limited to, executing any documents or releases that the life insurance company may require to successfully assign said policy to Buyer.

8. Escrow. Beginning at Closing, Seller shall receive the Payments at the designated escrow account at Upstate Law Group, LLC which will be created per Seller's instructions, though the Payment Source and underlying asset shall remain the sole property of Seller and shall remain under the control of Seller.

9. Power of Attorney. Seller and Buyer shall grant a Limited Durable Power of Attorney in connection with Seller's escrow agreement enabling the management of the escrow account and any Payments therein received in accordance with this agreement for the period of time covered by this agreement, according to Seller's obligation in this Contract for Sale.

10. ACKNOWLEDGMENT OF RISK. SELLER AND BUYER EXPRESSLY ACKNOWLEDGE AND AGREE TO THE FOLLOWING:

10.1. SELLER INTENDS TO ACTUALLY RECEIVE DISBURSEMENT OF EVERY PAYMENT DESCRIBED UNDER THIS CONTRACT FOR SALE, SELLER SHALL RETAIN AT ALL TIMES COMPLETE CONTROL OVER THE PAYMENTS AND THE UNDERLYING ASSET DESCRIBED HEREIN, AND SELLER INTENDS TO SELL EVERY PAYMENT DESCRIBED HEREIN TO BUYER AFTER ACTUAL RECEIPT OF DISBURSEMENT.

10.2. BOTH PARTIES INTEND THAT THE TRANSACTION(S) CONTEMPLATED BY THIS CONTRACT FOR SALE SHALL CONSTITUTE VALID SALE(S) OF PAYMENTS AND SHALL NOT CONSTITUTE IMPERMISSIBLE ASSIGNMENT(S), TRANSFER(S), OR ALIENATION OF BENEFITS BY SELLERS AS CONTEMPLATED BY APPLICABLE LAWS; HOWEVER, CERTAIN RISKS PERSIST.

10.3. BY EXECUTING THIS CONTRACT FOR SALE, BUYER AND SELLER ACKNOWLEDGE AND AGREE THAT BUYER AND SELLER ARE AWARE OF AND

Seller JS

Buyer _____

Co- Buyer _____

EXPRESSLY ACCEPT ALL RISKS ASSOCIATED WITH THE TRANSACTION(S) CONTEMPLATED HEREIN, INCLUDING, BUT NOT LIMITED TO, THOSE APPEARING IN THE DISCLOSURE OF RISKS.

10.4. BUYER AND SELLER ACKNOWLEDGE AND AGREE THAT THE TRANSACTION ASSISTANCE TEAM, AS THAT TERM IS USED AND DEFINED IN THE PURCHASE ASSISTANCE AGREEMENT, ITS AGENTS, ATTORNEYS AND ASSIGNS MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER CONCERNING WHETHER A COURT OF LAW WOULD INTERPRET THE TRANSACTION(S) CONTEMPLATED HEREIN AS INVALID ASSIGNMENT(S), TRANSFER(S) OR ALIENATION OF BENEFITS, OR OTHERWISE DEEM THE TRANSACTION INVALID.

11. INDEMNIFICATION. SHOULD THE SELLER, IN ANY WAY, CAUSE THIS CONTRACT FOR SALE TO BE IN BREACH OR DEFAULT, SELLER CONSENTS AND AGREES TO INDEMNIFY AND HOLD HARMLESS THE BUYER FOR ALL EXPENSES THE BUYER OR ITS AGENTS AND ATTORNEY MAY REASONABLY INCUR TO ENFORCE THIS CONTRACT FOR SALE, INCLUDING BUT NOT LIMITED TO LEGAL EXPENSES AND TRANSACTIONAL FEES. AS CONSIDERATION FOR THE VALUABLE SERVICES PROVIDED BY THE TRANSACTION TEAM, BUYER AND SELLER HEREBY AGREE TO RELEASE AND HOLD HARMLESS THE TRANSACTION ASSISTANCE TEAM, AS THAT TERM IS DEFINED IN THE PURCHASE ASSISTANCE AGREEMENT AND SALES ASSISTANCE AGREEMENT, AND ITS ATTORNEYS FOR ANY AND ALL CAUSES OF ACTION, KNOWN OR UNKNOWN, ARISING OUT OF THE TRANSACTION(S) CONTEMPLATED BY THIS CONTRACT FOR SALE OF PAYMENTS.

12. LIQUIDATED DAMAGES. IT IS ACKNOWLEDGED THAT THE BUYER IS RELYING UPON SELLER'S INHERENT DUTY OF GOOD FAITH AND FAIR DEALING IN THE MAKING AND EXECUTION OF THIS CONTRACT. SELLER ALSO RECOGNIZES THAT FAILURE ON SELLER'S PART TO ABIDE BY THIS CONTRACT WILL CAUSE THE BUYER TO INCUR SUBSTANTIAL CONSEQUENTIAL AND ECONOMIC DAMAGES AND LOSSES OF TYPES AND IN AMOUNTS WHICH MAY BE IMPOSSIBLE TO COMPUTE AND ASCERTAIN WITH CERTAINTY AS A BASIS FOR RECOVERY BY THE OWNER OF ACTUAL DAMAGES. ACCORDINGLY, LIQUIDATED DAMAGES REPRESENT A FAIR, REASONABLE AND APPROPRIATE REMEDY FOR SAID DAMAGES. SELLER AGREES THAT LIQUIDATED DAMAGES MAY BE ASSESSED AND RECOVERED BY THE BUYER AGAINST THE SELLER WITHOUT THE BUYER BEING REQUIRED TO PRESENT ANY EVIDENCE OF THE AMOUNT OR CHARACTER OF ACTUAL DAMAGES SUSTAINED BY REASON THEREOF. ACCORDINGLY, SELLER SHALL BE LIABLE TO THE BUYER FOR PAYMENT OF LIQUIDATED DAMAGES IN THE AMOUNT DOUBLE THE INCOME STREAM PAYMENT FOR EACH INCOME STREAM PAYMENT THAT SELLER MISDIRECTS OR PREVENTS BUYER FROM RECEIVING. SUCH LIQUIDATED DAMAGES ARE INTENDED TO REPRESENT ESTIMATED ACTUAL DAMAGES AND ARE NOT INTENDED AS A PENALTY.

13. REMEDIES. BY SIGNING BELOW, BOTH PARTIES CONSENT AND AGREE THAT THE APPROPRIATE REMEDY FOR ANY BREACH OF THIS CONTRACT FOR SALE IS AND SHALL BE SPECIFIC PERFORMANCE, IN ADDITION TO ANY OTHER AVAILABLE LEGAL OR EQUITABLE REMEDIES AND THAT SUCH REMEDIES SHALL BE GRANTED BY ANY COURT OF LAW IN THE FORUM STATE. SUCH A REMEDY SHALL BE GRANTED THAT PLACES BOTH PARTIES IN THE EXACT POSITION THE PARTIES

Seller 24

Buyer _____

Co-Buyer _____

INTENDED TO BE IN BY MAKING THIS BARGAIN.

14. HOLDING ACCOUNT. SELLER AGREES THAT DURING ANY PERIOD OF DISPUTE BETWEEN THE PARTIES TO THIS AGREEMENT OVER ANY TERMS IN THIS CONTRACT, THAT A HOLDING ACCOUNT SHALL BE ESTABLISHED BY THE ESCROW COMPANY WHEREBY THE ASSET IN DISPUTE SHALL BE DEPOSITED AND KEPT UNTIL SUCH TIME AS THE DISPUTE IS RESOLVED.

15. Waiver. The parties agree that the failure of any party to enforce or exercise any right, condition, term, or provision of this agreement shall not be construed as or deemed a relinquishment or waiver thereof, and the same shall continue in full force and effect.

16. Separate Parts. This agreement shall be permitted to be executed in several parts and a facsimile of this agreement shall be considered as valid as the original.

17. Governing Law. This Contract for Sale of Payments and all other parts of this transaction shall be construed according to the laws of the State of South Carolina, without regard to choice of law principles.

18. Venue. The parties agree that venue for any proceeding relating to this agreement shall be in the Court of Common Pleas in Greenville County, South Carolina.

19. Class Action Waiver. Any litigation based upon this agreement shall proceed solely on an individual basis without the right for any claims to be litigated on a class action basis or any other on bases involving claims brought in a purported representative capacity on behalf of others. Buyer and Seller each agree that his/her claims, if any, may not be joined or consolidated unless agreed to in writing by all parties. Furthermore, no verdict will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to this contract.

20. Indemnification and Release. THE PARTIES TO THIS CONTRACT FOR SALE OF PAYMENTS AGREE, AS ADDITIONAL CONSIDERATION FOR THE SERVICES PERFORMED BY THE TRANSACTION ASSISTANCE TEAM, TO HOLD THE TRANSACTION ASSISTANCE TEAM AND ITS ATTORNEYS, AGENTS, OFFICERS, DIRECTORS AND ASSIGNS HARMLESS FOR ANY AND ALL CAUSES OF ACTION, WHETHER KNOWN OR UNKNOWN, ARISING OUT OF THE TRANSACTION(S) CONTEMPLATED BY THIS CONTRACT.

[SIGNATURES ON FOLLOWING PAGE]

Seller 28

Buyer _____

Co-Buyer _____

Page 4

SELLER:

Troy B. Smith
Signature

Troy B. Smith
Printed Name of Seller

12/03/2013
Date

BUYER:

Signature

Printed Name of Buyer

Date

NOTARY PUBLIC ACKNOWLEDGMENT

SELLER:

STATE OF Colorado

COUNTY OF Jefferson

On Dec 3rd, 2013, before me,
Kate M Blehm Notary Public for
Colorado (State), personally
appeared Troy B Smith
(Seller) personally known to me to be the person
whose name is subscribed to the within instrument
and acknowledged to me that he executed the same
in his authorized capacity, and that by his signature
on the instrument, the person or the entity on behalf
of which the person acted, executed the instrument.

SWORN to before me this 3rd day of
Dec, 2013

[Signature]
Notary Signature

Notary Public for Colorado
My Commission Expires June 16, 2014

KATE M BLEHM
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20054040903
MY COMMISSION EXPIRES JUNE 16, 2014

BUYER:

STATE OF _____

COUNTY OF _____

On _____, 20____, before me,
_____, Notary Public for
_____, (State), personally
appeared _____
(Buyer) personally known to me to be the person
whose name is subscribed to the within instrument
and acknowledged to me that he executed the same
in his authorized capacity, and that by his signature
on the instrument, the person or the entity on behalf
of which the person acted, executed the instrument.

SWORN to before me this ____ day of
_____, 20__.

Notary Signature

Notary Public for _____
My Commission Expires _____

Seller JS

Buyer _____

Co-Buyer _____

CONTRACT FOR SALE OF PAYMENTS

This Contract for Sale of Payments ("Contract for Sale") is made effective on the date of signing, by and between Troy B. Smith ("Seller") and Mark T. Rogers and D. Janette Tubb, JTWROS ("Buyer").

RECITALS

WHEREAS, Seller desires to sell certain fixed payments arising from a certain structured asset once they have been distributed to and received into an account of Seller (the "Payments") as described in this Contract for Sale; and,

WHEREAS, Buyer desires to purchase the Payments in accordance with the terms and conditions contained herein.

NOW THEREFORE, in consideration of the mutual covenants and benefits herein contained, the receipt and sufficiency is hereby acknowledged, Seller and Buyer agree as follows:

1. Seller agrees to sell and Buyer agrees to purchase the Payments in accordance with, and subject to the terms and conditions of, this Contract for Sale.
2. In connection with this Contract for Sale, Seller executed a certain Sales Assistance Agreement and Security Agreement. Said agreements are incorporated herein by reference and made a part hereof, and all defined terms contained in said Sales Assistance Agreement and Security Agreement shall have the same meaning when used herein, unless otherwise defined. Buyer also executed a Purchase Application, Purchase Assistance Agreement and a Disclosure of Risks Statement, which are also incorporated herein by reference and made a part hereof. All defined terms contained in said Purchase Application, Purchase Assistance Agreement and Disclosure of Risks Statement shall have the same meaning when used herein, unless otherwise defined.
3. The Payments that are the subject of this Contract for Sale stem from the following source (the "Payment Source"), and are more particularly described as follows:

Source of Payments: VA Disability

Name of Payee/Annuitant: Troy B. Smith

Sales Assistance Agreement: ON FILE

Annuity Contract/Benefit Letter: ON FILE

Annuity Issuer/Pension Obligor: VA Disability

Life Insurer (if applicable): USAA

Life Insurance Policy (if applicable): J079628228

Purchase Assistance Agreement: ON FILE

Description of Payments: 60 monthly payments of \$890.00: Start: 01/15/14; End: 12/15/18

4. **Payment Servicing.** The servicer of the Payments shall be the Upstate Law Group, LLC, located in Easley, South Carolina (the "Escrow Company") in accordance with the following:

4.1. Seller shall direct that the Payments will be received and serviced by the Escrow Company in connection with the closing of the sale of the Payments (the "Closing"); provided, however, that the Payment Source shall remain the sole property of Seller and shall remain under the sole control of Seller.

Seller _____

Buyer MTR

Co-Buyer DT

Page :

4.2. By executing this Contract for Sale, Seller and Buyer acknowledge receipt of the respective escrow agreements to be executed by each and confirm their agreement to the terms of same, relative to the servicing of the Payments.

5. Consideration. For the consideration described in the Sales Assistance Agreement, Seller shall transfer and sell to Buyer at Closing one hundred percent (100%) of Seller's right, title, and interest in and to the Payments; provided however, that the Payment Source and underlying asset shall remain the sole property of Seller and shall remain under the control of Seller.

6. Representations. Seller represents and warrants that, to the best of Seller's knowledge, all statements and information contained within the Sales Assistance Agreement concerning the Payments and the Payment Source were true as of the date of the Sales Assistance Agreement and have continuously remained true and correct in all respects through the date of this Contract for Sale, and further shall remain true and correct through the Closing.

7. Life Insurance. Prior to Closing and continuing through the terms of this Contract for Sale, Seller shall acquire and maintain a valid life insurance policy in an amount not less than the total amount of the Buyer's Purchase Price (as described in the Purchase Application) to this Contract for Sale. Seller shall execute a valid Collateral Assignment of said life insurance policy to the benefit of Buyer for the period of this Contract for Sale and shall undertake no efforts to interfere with the policy remaining in full force and effect for the benefit of Buyer during the period of this Contract for Sale. Furthermore, Seller undertake all efforts to cooperate with the Buyer and the Transaction Assistance Team regarding the assignment of said policy, including, but not limited to, executing any documents or releases that the life insurance company may require to successfully assign said policy to Buyer.

8. Escrow. Beginning at Closing, Seller shall receive the Payments at the designated escrow account at Upstate Law Group, LLC which will be created per Seller's instructions, though the Payment Source and underlying asset shall remain the sole property of Seller and shall remain under the control of Seller.

9. Power of Attorney. Seller and Buyer shall grant a Limited Durable Power of Attorney in connection with Seller's escrow agreement enabling the management of the escrow account and any Payments therein received in accordance with this agreement for the period of time covered by this agreement, according to Seller's obligation in this Contract for Sale.

10. ACKNOWLEDGMENT OF RISK. SELLER AND BUYER EXPRESSLY ACKNOWLEDGE AND AGREE TO THE FOLLOWING:

10.1. SELLER INTENDS TO ACTUALLY RECEIVE DISBURSEMENT OF EVERY PAYMENT DESCRIBED UNDER THIS CONTRACT FOR SALE, SELLER SHALL RETAIN AT ALL TIMES COMPLETE CONTROL OVER THE PAYMENTS AND THE UNDERLYING ASSET DESCRIBED HEREIN, AND SELLER INTENDS TO SELL EVERY PAYMENT DESCRIBED HEREIN TO BUYER AFTER ACTUAL RECEIPT OF DISBURSEMENT.

10.2. BOTH PARTIES INTEND THAT THE TRANSACTION(S) CONTEMPLATED BY THIS CONTRACT FOR SALE SHALL CONSTITUTE VALID SALE(S) OF PAYMENTS AND SHALL NOT CONSTITUTE IMPERMISSIBLE ASSIGNMENT(S), TRANSFER(S), OR ALIENATION OF BENEFITS BY SELLERS AS CONTEMPLATED BY APPLICABLE LAWS; HOWEVER, CERTAIN RISKS PERSIST.

10.3. BY EXECUTING THIS CONTRACT FOR SALE, BUYER AND SELLER ACKNOWLEDGE AND AGREE THAT BUYER AND SELLER ARE AWARE OF AND

Seller _____

Buyer hnt

Co-Buyer AT

Page :

EXPRESSLY ACCEPT ALL RISKS ASSOCIATED WITH THE TRANSACTION(S) CONTEMPLATED HEREIN, INCLUDING, BUT NOT LIMITED TO, THOSE APPEARING IN THE DISCLOSURE OF RISKS.

10.4. BUYER AND SELLER ACKNOWLEDGE AND AGREE THAT THE TRANSACTION ASSISTANCE TEAM, AS THAT TERM IS USED AND DEFINED IN THE PURCHASE ASSISTANCE AGREEMENT, ITS AGENTS, ATTORNEYS AND ASSIGNS MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER CONCERNING WHETHER A COURT OF LAW WOULD INTERPRET THE TRANSACTION(S) CONTEMPLATED HEREIN AS INVALID ASSIGNMENT(S), TRANSFER(S) OR ALIENATION OF BENEFITS, OR OTHERWISE DEEM THE TRANSACTION INVALID.

11. INDEMNIFICATION. SHOULD THE SELLER, IN ANY WAY, CAUSE THIS CONTRACT FOR SALE TO BE IN BREACH OR DEFAULT, SELLER CONSENTS AND AGREES TO INDEMNIFY AND HOLD HARMLESS THE BUYER FOR ALL EXPENSES THE BUYER OR ITS AGENTS AND ATTORNEY MAY REASONABLY INCUR TO ENFORCE THIS CONTRACT FOR SALE, INCLUDING BUT NOT LIMITED TO LEGAL EXPENSES AND TRANSACTIONAL FEES. AS CONSIDERATION FOR THE VALUABLE SERVICES PROVIDED BY THE TRANSACTION TEAM, BUYER AND SELLER HEREBY AGREE TO RELEASE AND HOLD HARMLESS THE TRANSACTION ASSISTANCE TEAM, AS THAT TERM IS DEFINED IN THE PURCHASE ASSISTANCE AGREEMENT AND SALES ASSISTANCE AGREEMENT, AND ITS ATTORNEYS FOR ANY AND ALL CAUSES OF ACTION, KNOWN OR UNKNOWN, ARISING OUT OF THE TRANSACTION(S) CONTEMPLATED BY THIS CONTRACT FOR SALE OF PAYMENTS.

12. LIQUIDATED DAMAGES. IT IS ACKNOWLEDGED THAT THE BUYER IS RELYING UPON SELLER'S INHERENT DUTY OF GOOD FAITH AND FAIR DEALING IN THE MAKING AND EXECUTION OF THIS CONTRACT. SELLER ALSO RECOGNIZES THAT FAILURE ON SELLER'S PART TO ABIDE BY THIS CONTRACT WILL CAUSE THE BUYER TO INCUR SUBSTANTIAL CONSEQUENTIAL AND ECONOMIC DAMAGES AND LOSSES OF TYPES AND IN AMOUNTS WHICH MAY BE IMPOSSIBLE TO COMPUTE AND ASCERTAIN WITH CERTAINTY AS A BASIS FOR RECOVERY BY THE OWNER OF ACTUAL DAMAGES. ACCORDINGLY, LIQUIDATED DAMAGES REPRESENT A FAIR, REASONABLE AND APPROPRIATE REMEDY FOR SAID DAMAGES. SELLER AGREES THAT LIQUIDATED DAMAGES MAY BE ASSESSED AND RECOVERED BY THE BUYER AGAINST THE SELLER WITHOUT THE BUYER BEING REQUIRED TO PRESENT ANY EVIDENCE OF THE AMOUNT OR CHARACTER OF ACTUAL DAMAGES SUSTAINED BY REASON THEREOF. ACCORDINGLY, SELLER SHALL BE LIABLE TO THE BUYER FOR PAYMENT OF LIQUIDATED DAMAGES IN THE AMOUNT DOUBLE THE INCOME STREAM PAYMENT FOR EACH INCOME STREAM PAYMENT THAT SELLER MISDIRECTS OR PREVENTS BUYER FROM RECEIVING. SUCH LIQUIDATED DAMAGES ARE INTENDED TO REPRESENT ESTIMATED ACTUAL DAMAGES AND ARE NOT INTENDED AS A PENALTY.

13. REMEDIES. BY SIGNING BELOW, BOTH PARTIES CONSENT AND AGREE THAT THE APPROPRIATE REMEDY FOR ANY BREACH OF THIS CONTRACT FOR SALE IS AND SHALL BE SPECIFIC PERFORMANCE, IN ADDITION TO ANY OTHER AVAILABLE LEGAL OR EQUITABLE REMEDIES AND THAT SUCH REMEDIES SHALL BE GRANTED BY ANY COURT OF LAW IN THE FORUM STATE. SUCH A REMEDY SHALL BE GRANTED THAT PLACES BOTH PARTIES IN THE EXACT POSITION THE PARTIES

Seller _____

Buyer mr

Co-Buyer DT

Page :

INTENDED TO BE IN BY MAKING THIS BARGAIN.

14. HOLDING ACCOUNT. SELLER AGREES THAT DURING ANY PERIOD OF DISPUTE BETWEEN THE PARTIES TO THIS AGREEMENT OVER ANY TERMS IN THIS CONTRACT, THAT A HOLDING ACCOUNT SHALL BE ESTABLISHED BY THE ESCROW COMPANY WHEREBY THE ASSET IN DISPUTE SHALL BE DEPOSITED AND KEPT UNTIL SUCH TIME AS THE DISPUTE IS RESOLVED.

15. Waiver. The parties agree that the failure of any party to enforce or exercise any right, condition, term, or provision of this agreement shall not be construed as or deemed a relinquishment or waiver thereof, and the same shall continue in full force and effect.

16. Separate Parts. This agreement shall be permitted to be executed in several parts and a facsimile of this agreement shall be considered as valid as the original.

17. Governing Law. This Contract for Sale of Payments and all other parts of this transaction shall be construed according to the laws of the State of South Carolina, without regard to choice of law principles.

18. Venue. The parties agree that venue for any proceeding relating to this agreement shall be in the Court of Common Pleas in Greenville County, South Carolina.

19. Class Action Waiver. Any litigation based upon this agreement shall proceed solely on an individual basis without the right for any claims to be litigated on a class action basis or any other on bases involving claims brought in a purported representative capacity on behalf of others. Buyer and Seller each agree that his/her claims, if any, may not be joined or consolidated unless agreed to in writing by all parties. Furthermore, no verdict will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to this contract.

20. Indemnification and Release. THE PARTIES TO THIS CONTRACT FOR SALE OF PAYMENTS AGREE, AS ADDITIONAL CONSIDERATION FOR THE SERVICES PERFORMED BY THE TRANSACTION ASSISTANCE TEAM, TO HOLD THE TRANSACTION ASSISTANCE TEAM AND ITS ATTORNEYS, AGENTS, OFFICERS, DIRECTORS AND ASSIGNS HARMLESS FOR ANY AND ALL CAUSES OF ACTION, WHETHER KNOWN OR UNKNOWN, ARISING OUT OF THE TRANSACTION(S) CONTEMPLATED BY THIS CONTRACT.

[SIGNATURES ON FOLLOWING PAGE]

Seller _____

Buyer MT

Co-Buyer AT

Page .

SELLER:

Signature _____

Troy B. Smith

Printed Name of Seller _____

Date _____

BUYER:

Signature _____

Mark T. Rogers

Printed Name of Buyer _____

Date _____

NOTARY PUBLIC ACKNOWLEDGMENT

SELLER:

STATE OF _____

COUNTY OF _____

On _____, 20____, before me,
_____, Notary Public for
_____, (State), personally
appeared _____

(Seller) personally known to me to be the person
whose name is subscribed to the within instrument
and acknowledged to me that he executed the same
in his authorized capacity, and that by his signature
on the instrument, the person or the entity on behalf
of which the person acted, executed the instrument.

SWORN to before me this ____ day of
_____, 20__.

Notary Signature _____

Notary Public for _____

My Commission Expires _____

BUYER:

STATE OF _____

COUNTY OF _____

On 12/10/13, 20____, before me,
Kierra Parker, Notary Public for
Texas, (State), personally
appeared Mark T. Rogers

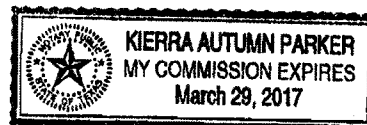
(Buyer) personally known to me to be the person
whose name is subscribed to the within instrument
and acknowledged to me that he executed the same
in his authorized capacity, and that by his signature
on the instrument, the person or the entity on behalf
of which the person acted, executed the instrument.

SWORN to before me this 10 day of
December, 2013

Notary Signature _____

Notary Public for _____

My Commission Expires _____



Seller _____

Buyer MTR

Co-Buyer ST

Page 1

CO-BUYER:

D. Janette Tubb

Signature

D. Janette Tubb

Printed Name of Co-Buyer

12-10-2013

Date

CO- BUYER:

NOTARY PUBLIC ACKNOWLEDGMENT

STATE OF Texas

COUNTY OF Dallas

On 12/10, 2013, before me, Kierra Parker, Notary Public for
Texas (State), personally appeared D. Janette Tubb (Co-
Buyer) personally known to me to be the person whose name is subscribed to the within instrument and
acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the
instrument, the person or the entity on behalf of which the person acted, executed the instrument.

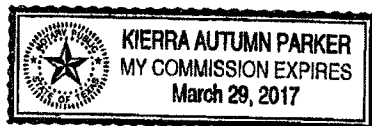
SWORN to before me this 10 day of December, 2013

Kierra Parker

Notary Signature

Notary Public for Texas

My Commission Expires 3/29/17



Seller _____

Buyer MTL

Co- Buyer DT

Page 1

EXHIBIT B

SECURITY AGREEMENT

The undersigned Troy B. Smith, ("Seller/Debtor"), of
218 Wyss St., Johnstown, CO 80534 (Seller/Debtor's Address for notice), hereby agrees and grants to
 and in favor of (the "Secured Party") Mark T. Rogers and D. Janette Tubb, JTWR0S (Buyer) of
3412 Chancy Lane, Plano, TX 75093 (Secured Party's Address for Notice), security interest as follows:

1. In consideration of advances by the Secured Party to Seller/Debtor, directly or indirectly, as principal, guarantor or otherwise, Seller/Debtor hereby grants and assigns to Secured Party a continuing security interest in, lien upon, and a right of set-off against, all of Seller/Debtor's right, title, and interest in and to the Collateral referred to in Paragraph 2 and defined in "Exhibit A" hereof, to secure the prompt payment, performance, and observance of all indebtedness, obligations, liabilities, and agreements of any kind of Seller/Debtor to the Secured Party, however evidenced, arising under or in connection with the Agreement executed by Seller/Debtor in the principal amount of \$890.00 monthly for a term in accordance with the Agreement which is incorporated herein by reference and attached as "Exhibit B," and the prompt performance and observance of all other obligations of Seller/Debtor to Secured Party. (All of the foregoing being herein referred to as the "Obligations").
2. The "Collateral" is defined as an account receivable, more fully described in Exhibit "A" hereto. By these premises Seller/Debtor agrees and consents to the pledge of the Collateral as security for the Agreement.
3. Seller/Debtor warrants, represents and covenants that:
 - (a) the state, or commonwealth, where Seller/Debtor resides and the books and records relating to the Collateral is, Colorado;
 - (b) except for those in favor of Secured Party, the Collateral is now, and at all times will be, will be subject to the right of Seller/Debtor to receive free and clear of all liens, security interests, claims, and encumbrances except as otherwise authorized in this Security Document. Should Seller move out of said State during the term of the Contract for Sale of Payments, Seller agrees that s/he shall promptly notify the Escrow Company of the same and agrees that a UCC filing shall be authorized to be made in any subsequent state that Seller shall move to.
 - (c) the Seller/Debtor will not assign, sell, lease, transfer, or otherwise dispose of or abandon, nor will Seller/Debtor suffer or permit any of the same to occur with respect to, the Collateral, and the inclusion of "proceeds" of the Collateral under the security interest granted herein shall not be deemed a consent by Secured Party to any sale or other disposition of any Collateral;
 - (d) at any time and from time to time, Seller/Debtor at its sole cost and expense will execute and deliver to Secured Party such financing statements pursuant to the Uniform Commercial Code ("UCC") as enacted in the state, or commonwealth, of Colorado (Seller/Debtor's State), applications for certificate of title and other papers, documents, or instruments as may be reasonably requested by Secured Party in connection with this Security Agreement and to the extent permitted by applicable law, the Seller/Debtor hereby authorizes Secured Party to execute and file at any time and from time to time one or more financing statements, including a UCC-1, in any state that Seller may live;
 - (e) Seller/Debtor assumes all responsibility and liability arising from the use, by Seller/Debtor, of the Collateral;
 - (f) after the occurrence and during the continuation of a Default, any proceeds of the Collateral received by the Seller/Debtor shall not be commingled with other property of the Seller/Debtor, but shall be segregated, held by the Seller/Debtor in trust for Secured Party, and immediately delivered to Secured Party in the form received, duly endorsed in blank where appropriate to effectuate the provisions hereof, the same to be held by Secured Party as additional Collateral hereunder or, at Secured Party's option, to be applied to payment of the obligations, whether or not due and in any order.

Seller JA

4. For purposes of this Security Agreement, "Default" shall be defined herein as, but not limited to:
- (a) the failure of Seller/Debtor, whether willful or not, to comply with any covenant, affirmative or negative, securing the Agreement to Secured Party;
 - (b) interference with, interruption of, or diminishment of, or allowing or causing any third party to interfere with, interrupt, or diminish, the cash flow as designated in the Agreement to the Secured Party, unless specifically authorized by Secured Party in writing;
 - (c) or any other default under any such other documents.
5. After the occurrence and during the continuation of any Default, Secured Party shall have the following rights and remedies (to the extent permitted by applicable law) in addition to all rights and remedies of a secured party under the UCC or otherwise (whether at law or in equity), all such rights and remedies being cumulative, not exclusive and enforceable alternatively, successively or concurrently:
- (a) Secured Party may, with or without judicial process or the aid and assistance of others to the extent permitted by applicable law,
 - (i) require Seller/Debtor to assemble and make available to Secured Party at the expense of the Seller/Debtor, any part or all of the Collateral.
 - (ii) remove any part or all of the Collateral from any account or premises for the purpose of disposition thereof.
 - (b) Secured Party may at any time and from time to time during the continuance of a Default, appropriate, set off and apply to the payment of the Obligations, any Collateral in or coming into the possession of Secured Party without notice to Seller/Debtor and in such manner as Secured Party may in its discretion determine.
6. Seller/Debtor hereby designates and appoints Secured Party and each of its designees or agents as attorneys-in-fact of the Seller/Debtor, irrevocably and with power of substitution, with authority, after the occurrence and during the continuation of a Default, and upon reasonable notice to Seller/Debtor of the existence of such Default, to adjust and compromise any claims under insurance policies or otherwise. All acts done under the foregoing authorization (except those which constitute gross negligence or willful misconduct by Secured Party) are hereby ratified and approved, and neither Secured Party, nor any designee or agent thereof, shall be liable for any acts of commission or omission, for any error of judgment or for any mistake of fact or law except for any of the foregoing arising solely from the gross negligence or willful misconduct of Secured Party. This power of attorney being coupled with an interest is irrevocable while any Obligations shall remain unpaid and shall terminate upon all Obligations being satisfied.
7. Seller/Debtor hereby releases Secured Party from any claims, causes of action and demands at any time arising out of or with respect to this Security Agreement, the Collateral and its use and/or any actions taken or omitted to be taken by Secured Party with respect thereto other than those arising solely from the gross negligence or willful misconduct of Secured Party, and Seller/Debtor hereby agrees to hold Secured Party harmless from and with respect to any and all such claims, causes of action and demands.
8. Secured Party's prior recourse to any Collateral shall not constitute a condition of any demand, suit or proceeding for payment or collection of the Obligations nor shall any demand, suit or proceeding for payment or collection on the Obligation constitute a condition of any recourse by Secured Party to the Collateral. Any suit or proceeding by Secured Party to recover under the Obligation shall not be deemed a waiver of or bar against subsequent proceedings by Secured Party with respect to any other outstanding Obligations and/or with respect to the Collateral. No act, omission or delay by Secured Party shall constitute a waiver of its rights and remedies hereunder or otherwise. No single or partial waiver by Secured Party of any covenant, warranty, representation, Default or right or remedy which it may have shall operate as a waiver of any other covenant, warranty, representation, Default, right or remedy or of the same covenant, warranty, representation, Default, right or remedy on a future occasion. Seller/Debtor hereby waives presentment, notice of dishonor and protest of all instruments included in or evidencing any Obligations or Collateral, and all other notices and demands whatsoever (except as may be

Seller 

expressly provided herein).

9. The Seller/Debtor hereby irrevocably consents to the personal jurisdiction of the Circuit Court of the State of South Carolina in such state in connection with any action or proceeding arising out of or relating to this Security Agreement or the Collateral, or any document or instrument delivered with respect to the Obligation. Seller/Debtor waives the defenses of forum non conveniens and improper venue. Upon the performance by Seller/Debtor in full of its entire Obligation, the security interest created hereunder shall terminate and all rights to the Collateral shall revert to Seller/Debtor.

10. All terms herein shall have the meanings as defined in the UCC, unless the context otherwise requires. No provision hereof shall be modified, altered, waived, released, terminated or limited except by a written instrument expressly referring to this Security Agreement and to such provision, and executed by the party to be charged. The execution and delivery of this Security Agreement has been authorized by Seller/Debtor. This Security Agreement and the Obligations shall be governed in all respects by the laws of the State of South Carolina applicable to contracts executed and to be performed in such state. If any term of this Security Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby. Seller/Debtor acknowledges receipt of a copy of this Security Agreement.

THIS SECURITY AGREEMENT is in addition to, and not in lieu, replacement, or substitution of, any and all prior agreements from Seller/Debtor to Secured Party.

Seller JA

EXHIBIT A - DESCRIPTION OF COLLATERAL

The Collateral is the right to receive the income stream in the amount of \$ 890.00 ; associated with Account/Annuity #XXX-XX- 6655 with VA Disability ; payable monthly as an account receivable. The security interest in this collateral attaches after the funds have been disbursed from VA Disability to Seller/Debtor and immediately upon receipt of the Seller/Debtor of these specific funds in any form, fashion, account, or location; and after the funds have left the purview of any ERISA regulated organization. This Security Agreement specifically allows the Buyer a security interest in any and all banking or financial accounts of which I am account holder or beneficiary.

IN WITNESS WHEREOF, the parties have executed this Security Agreement

WITNESS:

[Signature]
Witness #1 Signature

Witness #1 Printed Name Troy L. Baker

[Signature]
Seller/Beneficiary

STATE OF Colorado
COUNTY OF Jefferson

ACKNOWLEDGEMENT

On Dec 3rd, 2013 before me, Kate M. Blehm, Notary Public for Colorado, personally appeared Troy B. Smith, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or the entity on behalf of which the person acted, executed the instrument.

SWORN to before me this 3rd
day of Dec, 2013.

[Signature]
Notary Public for Colorado
My Commission Expires: June 16, 2014

KATE M BLEHM
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20054040903
MY COMMISSION EXPIRES JUNE 16, 2014 (SEAL)

Seller JA

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS

Mark T. Rogers and D. Janette Tubb

Plaintiff(s)

CIVIL ACTION COVERSHEET

vs.

2015-CP - 23- 06182

2015 OCT 13 PM 1 32

Troy Brandon Smith

Defendant(s)

Submitted By: Nathaniel Molle, Esq.

Address: 200 E. Main Street
Easley, SC 29640

SC Bar #: 101051

Telephone #: 864-855-3114

Fax #: 864-855-3446

Other:

E-mail: nate@upstatelawgroup.com

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)**If Action is Judgment/Settlement do not complete*

- ☒ **JURY TRIAL** demanded in complaint. ☐ **NON-JURY TRIAL** demanded in complaint.
- ☐ This case is subject to **ARBITRATION** pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- ☒ This case is subject to **MEDIATION** pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- ☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- | | | | |
|--|--|---|--|
| Contracts
<input type="checkbox"/> Constructions (100)
<input type="checkbox"/> Debt Collection (110)
<input type="checkbox"/> General (130)
<input checked="" type="checkbox"/> Breach of Contract (140)
<input type="checkbox"/> Fraud/Bad Faith (150)
<input type="checkbox"/> Failure to Deliver/
Warranty (160)
<input type="checkbox"/> Employment Discrim (170)
<input type="checkbox"/> Employment (180)
<input type="checkbox"/> Other (199) | Torts - Professional Malpractice
<input type="checkbox"/> Dental Malpractice (200)
<input type="checkbox"/> Legal Malpractice (210)
<input type="checkbox"/> Medical Malpractice (220)
Previous Notice of Intent Case #
20 ____ -NI- ____ -
<input type="checkbox"/> Notice/ File Med Mal (230)
<input type="checkbox"/> Other (299) | Torts - Personal Injury
<input type="checkbox"/> Conversion (310)
<input type="checkbox"/> Motor Vehicle Accident (320)
<input type="checkbox"/> Premises Liability (330)
<input type="checkbox"/> Products Liability (340)
<input type="checkbox"/> Personal Injury (350)
<input type="checkbox"/> Wrongful Death (360)
<input type="checkbox"/> Assault/Battery (370)
<input type="checkbox"/> Slander/Libel (380)
<input type="checkbox"/> Other (399) | Real Property
<input type="checkbox"/> Claim & Delivery (400)
<input type="checkbox"/> Condemnation (410)
<input type="checkbox"/> Foreclosure (420)
<input type="checkbox"/> Mechanic's Lien (430)
<input type="checkbox"/> Partition (440)
<input type="checkbox"/> Possession (450)
<input type="checkbox"/> Building Code Violation (460)
<input type="checkbox"/> Other (499) |
| Inmate Petitions
<input type="checkbox"/> PCR (500)
<input type="checkbox"/> Mandamus (520)
<input type="checkbox"/> Habeas Corpus (530)
<input type="checkbox"/> Other (599) | Administrative Law/Relief
<input type="checkbox"/> Reinstate Drv. License (800)
<input type="checkbox"/> Judicial Review (810)
<input type="checkbox"/> Relief (820)
<input type="checkbox"/> Permanent Injunction (830)
<input type="checkbox"/> Forfeiture-Petition (840)
<input type="checkbox"/> Forfeiture—Consent Order (850)
<input type="checkbox"/> Other (899) | Judgments/Settlements
<input type="checkbox"/> Death Settlement (700)
<input type="checkbox"/> Foreign Judgment (710)
<input type="checkbox"/> Magistrate's Judgment (720)
<input type="checkbox"/> Minor Settlement (730)
<input type="checkbox"/> Transcript Judgment (740)
<input type="checkbox"/> Lis Pendens (750)
<input type="checkbox"/> Transfer of Structured
Settlement Payment Rights
Application (760)
<input type="checkbox"/> Confession of Judgment (770)
<input type="checkbox"/> Petition for Workers
Compensation Settlement
Approval (780)
<input type="checkbox"/> Other (799) | Appeals
<input type="checkbox"/> Arbitration (900)
<input type="checkbox"/> Magistrate-Civil (910)
<input type="checkbox"/> Magistrate-Criminal (920)
<input type="checkbox"/> Municipal (930)
<input type="checkbox"/> Probate Court (940)
<input type="checkbox"/> SCDOT (950)
<input type="checkbox"/> Worker's Comp (960)
<input type="checkbox"/> Zoning Board (970)
<input type="checkbox"/> Public Service Comm. (990)
<input type="checkbox"/> Employment Security Comm (991)
<input type="checkbox"/> Other (999) |
| Special/Complex /Other
<input type="checkbox"/> Environmental (600)
<input type="checkbox"/> Automobile Arb. (610)
<input type="checkbox"/> Medical (620)
<input type="checkbox"/> Other (699)
<input type="checkbox"/> Sexual Predator (510) | | | |
| <input type="checkbox"/> Pharmaceuticals (630)
<input type="checkbox"/> Unfair Trade Practices (640)
<input type="checkbox"/> Out-of State Depositions (650)
<input type="checkbox"/> Motion to Quash Subpoena in
an Out-of-County Action (660)
<input type="checkbox"/> Pre-Suit Discovery (670) | | | |

Submitting Party Signature: 

Date: 10/13/2015

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

FOR MANDATED ADR COUNTIES ONLY

Aiken, Allendale, Anderson, Bamberg, Barnwell, Beaufort, Berkeley, Calhoun, Charleston, Cherokee, Clarendon, Colleton, Darlington, Dorchester, Florence, Georgetown, Greenville, Hampton, Horry, Jasper, Kershaw, Lee, Lexington, Marion, Oconee, Orangeburg, Pickens, Richland, Spartanburg, Sumter, Union, Williamsburg, and York

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

**Please Note: You must comply with the Supreme Court Rules regarding ADR.
Failure to do so may affect your case or may result in sanctions.**